BILL NO. S-87-06-15

SPECIAL ORDINANCE NO. S-164-87

AN ORDINANCE approving the Contract for Street Lighting Res. #198-87 - Rose Lane, between The Weikel Line Company, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Street Lighting Res. #198-87 - Rose Lane, by and between The Weikel Line Company, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> the installation of ornamental lighting on Rose Lane from Fairfield Avenue to Hoagland Avenue;

the Contract price is Twelve Thousand Three Hundred Eighty-One and 25/100 Dollars ($12,381.25), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Redd seconded by Gurtzburg, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 6-9-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Redd seconded by Henry, and duly adopted, placed on its passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8			1	
BRADBURY	✓				
BURNS	✓				
EISBART				✓	
GiaQUINTA	✓				
HENRY	✓				
REDD	✓				
SCHMIDT	✓				
STIER	✓				
TALARICO	✓				

DATE: 6-23-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. S-164-87 on the 23rd day of June, 19 87,

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)

Mark E. GiaQuinta
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of June, 19 87, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of June, 19 87, at the hour of 9 o'clock A.M.,E.S.T.

WIN MOSES, JR., MAYOR

'1647

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Res. 198-87 - Rose Lane Street Lighting

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Res. 198-87 is for the installation of ornamental lighting on Rose Lane from Fairfield Avenue to Hoagland Avenue. Weikel Line Company is the Contractor.

S-87-06-15

EFFECT OF PASSAGE Improved lighting conditions at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $12,381.25

ASSIGNED TO COMMITTEE _____

HL 77-94-13
4/29/87

STREET LIGHTING RESOLUTION

NO. 198-87 Amended

ROSE LANE

Resolved by the Board of Public Works and Safety of the City of Fort Wayne, Indiana, that it is deemed necessary to install an underground ornamental lighting system on Rose Lane from Fairfield Avenue to Hoagland Avenue all in accordance with the drawings and specifications on file in the office of the Board of Public Works and Safety of said City and such lighting is now ordered.

The total cost of said lighting shall be funded by the City of Fort Wayne and the HUD Community Development Block Grant and is subject to the requirements of Section 3 of Housing and Urban Development Act of 1968.

Adopted this 29th day of April 1987.

BOARD OF PUBLIC WORKS & SAFETY

Baron R. Biedenweg, Director
of Public Works

Cosette R. Simon, Director
of Finance

Lawrence D. Consalvos, Director
of Public Safety

Attest:

Helen V. Gochenour (ca.)
Helen V. Gochenour, Clerk

INSTRUCTIONS TO BIDDERS
BOARD OF PUBLIC WORKS AND SAFETY
CITY OF FORT WAYNE, INDIANA

May 20 19 87

Non-Federally Funded Construction

1. SUBMISSION OF BIDS. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock EST on the 20th day of May 19 87, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

Rose Lane from Fairfield Avenue to Hoagland Avenue

Resolution Number 198-87 Amended

2. INCLUSION OF CLAUSES. If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X." Any questions as to whether a clause is included or not, should be referred to the Board.

3. QUESTIONS AS TO BID DOCUMENT. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the appropriate Engineering Department. If the information requested or change made is substantive, the Board will issue an amendment to the solicitation and will send such amendment to all potential bidders, who have procured an bid documents. The Board and the City will not be responsible for any oral instructions.

4. AWARD OF CONTRACT (TIMELINESS, RESPONSIVENESS, AND, RESPONSIBILITY). A contract will be awarded to the lowest and best timely bidder, who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. BID REQUIREMENTS. All sealed bid packets shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All sealed bid packets shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and, unless the instructions to Bidders otherwise state, the total cost of the various sections shall be considered a lump sum bid.

6. EXAMINATION OF BIDS FOR RESPONSIVENESS. After the bids are opened and read, the Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. An alteration, erasure, or interlineation may cause the bid to be determined non-responsive.

However, The Board reserves the right to accept, reject, and waive defects or irregularities on any bid.

7. DETERMINATION OF RESPONSIBILITY. Prior to awarding any contract pursuant to this Bid, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. PREQUALIFICATION. In addition to being timely, responsive, and, responsible, a bidder must also be prequalified by the State Department of Highways or by _____ in order to be awarded a Contract.

9. BID BOND OR DEPOSIT. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of five percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of five percent (5 %) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort

Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void or the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided, that the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage the City has suffered.

10. SWORN EXPERIENCE QUESTIONNAIRE, PLAN AND EQUIPMENT QUESTIONNAIRE AND CONTRACTOR'S FINANCIAL STATEMENT (96A). Each bidder will submit with and as part of its bid: (a) A complete Form 96A under oath; or (b) Have a complete Form 96A on file with The Board which shall be less than one year, in which case the bidder can, instead, submit a Certificate in Lieu of Financial Statement.

11. EXECUTION OF ADDITIONAL BID DOCUMENTS. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
☐ (b) Prequalification Statement
☒ (c) Barricades (See Attached)
☒ (d) Construction Schedule
(e)

12. MINORITY BUSINESS ENTERPRISE/WOMEN BUSINESS ENTERPRISE REQUIREMENTS.

(CONSTRUCTION)

It is the policy of The City of Fort Wayne, that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne), which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

MINORITY BUSINESS ENTERPRISE (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native.) The minority owners must exercise actual day-to-day management, as well as actively participate in

management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

WOMEN BUSINESS ENTERPRISE (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is prepared is governed by the MBE/WBE Ordinance. The MBE/WBE Commitment Form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

13. MINORITY/FEMALE HOURLY EMPLOYMENT REQUIREMENTS. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state, on the enclosed form, the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth shall become contractually binding on the bidder.

The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow City officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

14. REQUIRED PREVAILING WAGE SCHEDULE PAYMENTS - PURSUANT TO INDIANA CODE 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

☐ 15. SITE ORIENTATION. A site orientation will be conducted on the _____day of _____ 19____, commencing at ____o'clock ___M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

☐ 16. PRE-BID CONFERENCE. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the bid documents and proposed contract, and to answer any questions. This conference will held on _____19____ at_____M. at _____or at such date, time, and place as The Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

17. PERFORMANCE BOND. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work of specification."

18. ADDITIONAL BONDS. If a bidder is awarded a contract, he will also be required to execute with surety, satisfactory to The Board:

☐ A. Payment Bond. In the amount of payment to be made under the Contract.

☒ B. Guaranty Bond. In the amount of the contract warranting the contractor's performance of a period of after the date of the City's acceptance; in lieu of a separate bond, the contractor may elect to provide a combination performance and guaranty bond on the form prescribed by the Board.

19. COUNCILMANIC APPROVAL AND RATIFICATION OF CONTRACT. The contract for the work specified herein, although executed on behalf of the City by the Mayor and The Board, shall not be binding upon the City; unless, and, until the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And, if the Common Council fails to approve the Contract within ninety (90) days after the date of bid opening, then the Contractor shall not be bound to the Contract unless he/she/it elects to be so bound.

20. METHOD OF CONTRACT AWARD. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.
☐ B. As follows:

_____

_____

_____

_____

PROPOSAL

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS AND SAFETY

The contractor agrees to furnish at his/her/its own cost, all labor, insurance, equipment, and power for the complete performance of the following project:

All work will be performed in accordance with:
The bidding documents and the applicable plans, specifications, and drawings. The contractor agrees to perform the work for those unit prices as set forth in the bid attached hereto.

☐ LIQUIDATED DAMAGES PROVISION. (THIS CLAUSE SHALL BE APPLICABLE TO THIS CONTRACT ONLY IF THE BOX CONTAINS A CHECKMARK OR AN "X.")
It is hereby agreed by and between the City of Fort Wayne and Contractor, that time is of the essence of this agreement, and, the contractor agrees that it will complete the project as herein defined on or before _____ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne; and, therefore, provide for liquidated damages in the sum of $_____per day for each and every day after _____days after issuance of the Notice to Proceed, that the project remains incomplete. The parties agree that the sum of $_____ per day is a reasonable estimate as to the damages, which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include, but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America, or, of the State of Indiana, or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

PROJECT NAME: Rose Lane from Fairfield Avenue to Hoagland Avenue

DATE 5-20-87

ITEM	DESCRIPTION	UNIT	UNIT PRICE	EXTENSION
001	Install 12' Black Aluminum Pedestal Pole	6 ea.	85.00	510 00
002	Install TC 100R luminaire and lamp	6 ea.	60.00	360 00
003	Install 18"X18"X4' concrete foundation with anchor bolts, reinforcing steel ground rod, conduit, etc.	6 ea.	190.00	1140 00
004	Remove and replace curbface walk, to include saw cutting excavation, back fill, etc.	1500 SF	4.00	6000 00
005	Bore or push 1" plastic tubing under sidewalk, alleys, streets etc.	660 LF	6.00	3960 00
006	Install 2/c #6 in conduit or trench	700 LF	.35	245 00
007	Fine grading, seed & mulch	475 LF	.35	166 25
	TOTAL CONTRACTORS BID			$ 12381 25

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

Rose Lane from Fairfield Avenue to Hoagland Avenue

STREET LIGHTING MATERIAL LIST

☒ NEW CONSTRUCTION
☐ MAINT.

Stock No	ISS'D	REQ'D	MAST ARMS
14-31			6 FT. Wood Pole
14-33			30" " "
14-34			4 FT. " "
14-36			6 FT " "
14-37			8 FT " "
14-38			12 FT. 1¼" "
14-40			16 FT 1¼ " "
14-43			6 FT 2" " "
14-45			12 FT 2" " "
14-46			16 FT 2" " "
14-166			6 FT 2" Concrete Pole
14-172			15 FT 2" " "
14-485			11 FT 10" 2" Alum Pole
14-489			8 FT Comb Traffic + Lighting
14-480			6 FT 2" For Alum. Pole
14-482			8 FT 2" " " "
14-497			15 FT 2" For 50 FT Pole
14-492			8 FT For 14-490 Pole
			FIXTURES
14-69			PMA. 117
14-104			175 Watt Town & Country
14-138			400 " " " "
14-175			SING. STYLEAIRE
14-176			TWIN STYLEAIRE
14-342			400 WATT MERC W/PC.
14-345			400 " " N/PC.
14-357			6 SIDED HADCO 175W.
14-355			175 W LAWN AIRE
14-353			4 SIDED HADCO.
14-356			175 W PACKAGE Light.
14-365			175 W. W/PC
14-366			175 W OPEN
14-367			175 W N/PC
		6	100 W. Sodium TAC
			150 W " ENCLOSED.
14-384			250W " "
14-385			400W " "
14-386			1000 W " "
14-387			250 W " ELEC
			400 W. FLOOD MERC.
			1000 W " "
			1500W QUARTZ NB
			" " NB
			" " WB
			2 LAMP FLUOR.
			4 " "
			Socket Position
			POLES.
14-71			18 FT FOR RMA
14-149			25 FT ALUM FOR TRANS. BASE
14-163			25 FT. Concrete (IN LINE)
14-163X			" " " (DEADEND)
14-164			28 FT " " "
14-165			28 FT " (IN LINE)
14-174			27 FT " Bolt Down
14-450		6	16 FT EMBEDDED BLK
14-452			16 FT " Silver
14-454			12 FT ANCHOR BASE BLK.
14-456			12 FT " " Silver
14-458			8 FT " " BLK
14-470			30' " " UNDERGROUND
14-472			30' " " O.H. IN LINE
14-474			30' " " " (DEAD END)
14-476			35' " " UNDERGROUND
14-478			35' " " 2-BKT
14-479			35' " " 1-BKT
14-490			35' " " TRANS. BASE
14-491			TRANS BASE - 35' POLE
14-495			50' ALUM BI TRANS. BASE
14-496			TRANS BASE - 50 M POLE

Stock No.	ISS'D	REQ'D	WIRE
4-100			2/c #12 UF
4-120			2/c #10 UF
4-156			1/c #8 UF
4-188			#8 VULKENE
4-360			2/c #6 ALUM.
4-363			3/c #4 ALUM.
4-350			1/c #4 UF
4-355		700	2/c XX6 CR AWG UG
4-340			3/c #2 DUCT CABLE
18-44		150	1/c #12 TW
			CONDUIT.
5-10			½"
5-11			¾"
5-12			1"
5-13			1¼"
5-14			1½"
5-15			2"
21-83			2" PLASTIC
19-291			1½" TUBING
		660	1" Plastic Tubing
			CONTROLS
			30 AMP
			40 AMP
			60 AMP
			100 AMP.
			PHOTO CELLS
			1000 WATT 120 Volt.
			1500 WATT 120 Volt
			1000 WATT 240 Volt
			SHORTING CAP.
			MISC.
3-20			J. HOOK
3-21			GRIP
19-267		2	TAPE (88)
		14	OB 22 Fittings
		14	C-5 Covers
		6	#9 Solit Bolt
		6	⅝" X8' Ground Rod
		6	Ground Rod Clamps

DATE _____ RECEIVED BY _____ 56043-B WORK ORDER _____ DATE _____ ISSUED BY _____

STREET BARRICADE MAINTENANCE INFORMATION

Listed below are the names and telephone numbers of the persons responsible for the maintenance of the barricades necessary for the duration of this contract.

NAME	TELEPHONE NUMBER
DON WALDROP	447-4778
~~DON WALDROP~~ EIKEL	
	657-5877
DON CAMPBELL	447-2434

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

THE WEIKEL LINE
Contractor

Resolution No. 198-87

In submitting this bid, it is understood, that the right is reserved by the Owner to reject any and all bids, and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this _____day of _____19___.

FIRM NAME_____

BY:_____

_____

ADDRESS: _____

_____

TELEPHONE: _____

IN TESTIMONY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary, and, affixed its corporate seal this 20th day of MAY, 1987.

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977. INDIANA

THE WEIKEL LINE CO
NAME OF CORPORATION

BY: DON WEIKEL
PRESIDENT

ADDRESS: Box 278
WOODBURN, IN 46797

TELEPHONE: 657-5877

ATTEST:

Don Wallrop, V-P

NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed herewith, find Cashier's or Certified Check for $_____

being __5__% of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds of which, are to remain the absolute property of said City, if_____

BIDDER

shall not within __10__ days after Notice of Acceptance of the within bid, enter into a written Contract, and secure said contract by a Performance Bond, for the full amount of the Contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to five (5%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award the Contract for said work, and, if _____

_____

BIDDER

shall enter into a Contract and furnish a 100% Performance Bond, as required, within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void; otherwise, to remain in full force and effect.

NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or, has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the lettering of the Contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the Contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the Contract sought by this bid.

THE WEIKEL LINE CO

DON WEIKEL

DON WALDROP

Subscribed and sworn to before me by Don Weikel

this 20 day of May, 1989.

My Commission Expires:

5-17-89

C. Victor DeGuisseppi

NOTARY PUBLIC
Resident of Allen County, IN

Subscribed and sworn to before me by Don Waldrop

this 20 of May, 1989.

My Commission Expires:

5-17-89

C. Victor DeGuisseppi

NOTARY PUBLIC
Resident of _____ County, IN

Subscribed and sworn to before me by _____

this ____ day of _____, 19___.

My Commission Expires:

_____

_____

NOTARY PUBLIC
Resident of _____ County, IN

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, DON WALDROP, the V-PRES
Name Position
, the THE WEIKEL LINE
Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 31 day of MARCH, 19 87, now on file in the office of the Board of Public Works & Safety of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement, and, accurately reflects the financial condition of said Company, as of the date hereof; and,

2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED 5-20-87

Don Waldrop
Signature

V-P
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this 20 day of May, 19 87.

C. Victor Degen

NOTARY PUBLIC
Resident of Allen County, IN

My Commission Expires:

5-17-89

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977. INDIANA

MBE/WBE COMMITMENT FORM

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A._____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership ____%.

For WBE specify percentage of women ownership _____%.

B._____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm (cross out inapplicable provision) is a joint venture partner.

The MBE/WBE firm (cross out inapplicable provision), shall have ____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm ____%. (Cross out inapplicable provision.)

C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms, which are proposed as subcontractors, are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1. WEST ACRES NURSERY	Burnt Rd	Landscaping
2.		
3.		

D. The undersigned commits ____% of the total bid price as a subcontract to women business enterprise participation. The WBE firms, which are proposed as subcontractors are the following:

NAME OF FIRM	ADDRESS	TYPE OF WORK
1.		
2.		
3.		

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: UNABLE TO LOCATE WBE CONTRACTOR @ THIS TIME

2. We have taken the following steps in an attempt to comply with these participation goals: RESEARCHED POSS. QUALIFIED CONTRACTORS LIST

(Attach additional sheets as necessary.)

Contractor _____ Contractor THE WEIKEL LINE

By _____ By Don Waldrop

Its _____ Its V-PRES

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 1974 19377 INDIANA

"MINORITY/FEMALE HOURLY UTILIZATION"

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females, so that minorities and females will work at least 26% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:_____

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:_____

(Attach additional sheets, if necessary.)

CONTRACTOR:

By: Don Woldrop

Its: V-Pres

THE WEIKEL LINE CO., INC. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

SPECIFICATION AND SPECIAL PROVISION

Street Lighting Engineering Dept.

Resolution # 198-87

The following special provisions are herein established in addition to the "General and Detailed Specifications", as supplemented, which is hereby made a part of the Contract Documents by reference and together will be referred to as the Standard Specifications. All work performed under this contract will be governed by the provisions of the Standard Specifications except as modified or amended by these Special Provisions or the Plans or other Contract Documents prepared specifically for this contract by the Board of Public Works of the City of Fort Wayne, Indiana, or an agent appointed by said Board.

The plans for this project, entitled Rose Lane from Fairfield Avenue to Hoagland Avenue

Public Safety

If at any time, in the opinion of the engineer, the work is not properly lighted, barricaded and in all respects safe to public travel, persons on or about the work, or public or private property, the engineer shall have the right to order such safeguards to be erected and such precautions be taken as he deems advisable, and the contractor shall promptly comply with such orders. If, under such circumstances, the contractor does not or can not immediately put the same into proper and approved condition, or if the contractor or his representative are not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe, and the contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the engineer. Such action of the engineer, or his failure to take such action, shall in no way relieve the contractor of the entire responsibility for any cost, loss, or damage by any party sustained on account of the insufficiency of safety precautions taken by him or by the engineer acting under authority of this section.

Protection to Property

Materials shall be neatly, safely and compactly piled up along the sides of the roadway in which the improvement is located or adjacent thereto, as the engineer may direct, in such a manner as to cause the least inconvenience and damage to property and to the general public, and not within fifteen (15) feet of any fire hydrant. Private drives and street crossings shall be kept open. Shade trees and other improvements shall be protected from damage. Injury to lawns, trees, sidewalks, street or other improvements shall be made good by the contractor to the satisfaction of the engineer. The contractor shall

at all times keep the work site clean and free of dust.

Co-operation with Utilities

The plans show all known utilities located within the limits of this contract according to information obtained from various utility companies. The accuracy of the plans in this respect is not guaranteed. The contractor will be required to co-operate his work with all utilities within the limits of this contract as directed by the engineer. The contractor is also required to locate all utilities forty-eight (48) hours before work commences by calling I.U.P.P.S. 1-800-382-5544.

Materials

The City of Fort Wayne, Indiana shall furnish all materials shown on the material schedule which is hereby made a part of the contract documents.

Aluminum Poles

All poles will be placed in a straight hole so that the bottom of the hand hole will be 8" from the top of grade. The hand hole will face the direction of incoming wire. The poles will be set in eighteen (18) to twenty (20) inches of poly-urethane foam with a density of seven (7) pounds per cubic foot, to be furnished by the contractor. The remainder of the hole shall be filled with spoil to within two (2) inches of grade and compacted to ninety-five (95) percent dry density as determined by a modified proctor. All poles shall be plumb after installation of the post top luminaire. All poles shall be grounded. Poles shall be placed at locations shown on plans or as designated by engineer.

Trenching

All trenching shall be twenty (20) inches deep parallel to the street and one foot from the face of the sidewalk. All backfill material shall meet the approval of the engineer. All backfill material will be compacted to ninety-five (95) percent dry density as determined by a modified proctor. The contractor shall compact said trenches within three (3) days after the initial opening of the trench and said trench shall be backfilled the same day that it is opened. If the contractor does not comply with the backfill requirements five (5) percent of the unit price shall be deducted from the bid for each foot of trench which does not pass inspection.

Conduit

Where existing pavement is encountered (sidewalks, driveways or streets) the contractor shall bore or jack new conduit under the pavement at a depth of twenty (20) inches. Any wire passing under the pavement shall be installed in said conduit. Where trees are encountered the contractor shall bore or jack new conduit under said tree at a depth of twenty inches. The conduit length shall be computed as follows: trees sixteen (16) inches and larger (O.D. + 12 feet); trees fifteen (15) inches and smaller

(O. D. + 6 feet).

Luminaire

The contractor shall include in his bid for the installation of the luminaire all necessary connections required to make the luminaire operational.

Underground Wire

Underground wire shall be buried twenty (20) inches deep. The contractor shall install five (5) feet of wire into the pole. All wires shall be protected at all times. There shall be no splices made in the cable or connection made in the ground. All connections will be made in the hand hole or in a specified hand hole in the ground.

Landscaping

The areas disturbed by the contractor shall receive a minimum of two (2) inches of loamy soil of a density of one hundred twenty five (125) pounds per cubic foot. The area shall be fine graded, fertilized, rolled and lightly mulched. Grass seed shall be sown at a rate of six (6) pounds per one thousand (1000) square feet of area. The seed mixture shall be as follows: 2 lbs./1000 sq. ft. chewing fescue; 2 lbs./1000 sq. ft. perennial rye; 2 lbs./1000 sq. ft. kentucky bluegrass. The fertilizer shall have a 4-16-16 analysis and be applied at the rate of five (5) pounds per one thousand square feet.

Foundation

Where pole locations are to be in curb walk, pole will be set on 18" x 18" x 4' reinforced concrete bases with grounding anchor bolts and entry sleeves. The City shall furnish the anchor bolts and sleeves where required.

The Continuity Test shall be made with an Ohmmeter properly scaled for measuring the resistance of the Power Cables. This test shall verify the following:

1. That each Power Cable is continuous to all of its termination points.

2. That the cable coding at all the termination points is consistent with cable coding at the supply point.

3. That the power cables are not crossed with the Neutral or with each other.

4. That the Main Circuit through each of its branches does not have unusual resistance values.

The entire completed installation shall be tested by circuit or by such poritons as may be selected by the Engineer.

Galvanized Steel Conduit in the road shoulders shall be in-

stalled in trenches excavated to a neat line but in the shoulder surface. The trench shall be backfilled with fill gravel, and compacted to original density and the surface will be replaced with like material of original thickness.

Pole Standards shall be plumb after installation of the Post Top Luminaires.

All Aluminum Standards shall be grounded.

Curbwalk

All curbwalk removed will be replaced in accordance to Street Engineering specifications. It is expected that the adjacent pavement will receive some damage. The contractor shall replace any pavement damaged with full depth asphalt to a width as required by the engineer. It should also be noted that the pavement replacement will be paid for under asphalt patching as will the replacement of pavement where it is required to trench in the street.

Progress Payments

This project is being financed by the Barrett Law revolving fund whereby the property owner will contribute $3.27 per front foot of property abutting the project and the City shall pay the balance. The "revolving fund" provides for the City to hold all bonds which may be issued in payment of the property owners obligation thus assuring the contractor of a 100% cash contract. The contractor will be entitled to receive monthly progress payments, based upon an estimate of the work completed, approved by the engineer, and submitted to the Board of Public Works. These monthly progress payments shall not exceed ninety (90%) of the monthly estimate or the original contract sum which ever is the lesser.

Concrete Replacement

Where contractor finds it necessary to remove any part of a sidewalk to install conduit and/or cable for this job, it will be his responsibility to completely replace the sidewalk panels so damaged. Where it is necessary to cut driveways, streets, or alleys the trench will be overcut 8" on each side and replaced with concrete to the standing Street Department Specifications.

Controls

Contractor will install ", 90 ell and one 10' length of conduit on Utility riser poles and will leave sufficient wire to reach top of pole. City will install additional conduit and control at City's expense.

REMOVAL

The City of Fort Wayne Maintenance Contractor will be responsible for removal of existing street light poles, fixtures, mast arms, etc., on the streets only in this area.

SALVAGE

All removal items designated as salvagable by the project engineer shall be delivered to the Street Lighting Warehouse. All other items are the property of the contractor. (See removal).

WAGE SCALE

There are two (2) wage scales enclosed in the bid document, Indiana-Fort Wayne Wage Scale and the Federal Wage Scale; the higher wage scale should be followed.

GENERAL PROVISIONS*
BOARD OF PUBLIC WORKS AND SAFETY
(NON-FEDERALLY FUNDED)

1. TIME AND PROGRESS. Time is of the essence in the completion of this project. The contractor shall begin promptly after receipt of a written notice to proceed, and, in no case, later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress, and, time of completion are all essential elements.

2. PAYMENT. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

☒ 3. PROGRESS PAYMENTS AND RETAINAGE. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under the contract. If the contractor is in compliance with the provisions of the contract, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain ___% (ten percent (10%), if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of the contract, the contractor will be paid in full. However, if the contract is in excess of $100,000, the contract will be subject to the standard Board of Public Works & Safety escrow agreement.

4. INSPECTION. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and, any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with the contract.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of the contract.

*NOTE:
Those clauses of the General Provisions with the following box beside it will be applicable to the contract only if the box has a checkmark or "X" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.

5. WARRANTY. The contractor fully warrants his work for one (1) year after written acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under the contract.

6. TERMINATION FOR CONVENIENCE. The Board can terminate the contract for the convenience of The Board at any time by providing a written notice to the contractor. If the contract is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination, pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to the contract shall become the property of The Board of the City of Fort Wayne.

7. TERMINATION FOR DEFAULT. If the contractor shall fail to fulfill its obligations under the contract in a timely and proper manner, The Board shall have the right to terminate the contract for default, by written notice. If the contract is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. CHANGES. The Board may, at any time, by written order, make changes within the general scope of the contract. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under the contract, The Board shall make an equitable adjustment in the contract price, time of performance, other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to the contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of the contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.

9. ASSIGNABILITY. The contractor shall not assign or transfer any interest in the contract, including by assignment or novation without the prior written consent of The Board.

10. SUB-CONTRACTING. None of the services covered by the contract shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors, who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. NEW QUALITY MATERIALS. All materials used by the contractor in the performance of the contract will, unless otherwise specified in writing, be new, of a merchantable quality, and, in no case less than the quality required by the specifications.

12. PERMITS AND LICENSES. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. CONTRACTOR'S INSURANCE. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act, and, from any other claims for damages to persons not covered by that Act, because of bodily injury, including death, which may arise from, or during the performance of the work described in the contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses occurred by the contractor, any of its agents, employees and

sub-contractors, in the performance of the contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. CONTRACTOR'S PROTECTION OF WORK AND SAFETY. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property from possible injury or damage arisen from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and, will use all due and proper precaution to prevent injury to any and all persons and property.

15. LEAD BASE PAINT. The Contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under sever (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. CONTRACTOR'S CLEAN-UP. During construction, and, after completion, the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. DISPUTES. All disputes, which arise under the contract which cannot be resolved between the contractor, and, the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract, regardless of the decision.

18. PROMPT PAYMENT DISCOUNTS. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. ANTI-DISCRIMINATION UNDER INDIANA CODE 5-16-6-1. This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under the contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or

subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf, shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under the contract, a penalty of five dollars ($5.00) per person for each calendar day, during which such person is discriminated against or intimidated in violation of the provisions of the contract; and,

d. That the contract may be cancelled or terminated by the City of Fort Wayne, and, all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

20. ANTI-DISCRIMINATION UNDER THE CODE OF THE CITY OF FORT WAYNE, SECTION 15-17. In the performance of work under the contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding the contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars ($10.00) per day, nor more than One Thousand Dollars ($1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.

(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

T E A M S T E R S H I G H W A Y

Effective thru 4/30/87

Teamsters trucks under three (3) tons .....$13.06 per hour

Teamsters trucks over three (3) tons .....$13.26 per hour

Tandem Tandem Trucks .....$13.31 per hour

Health & Welfare.....$53.50 per week

Pension .....$55.00 per week

TEAMSTERS BUILDING

Effective thru 6/30/87

Trucks under three (3) tons	$14.82 per hour
Trucks over three (3) tons	$14.92 per hour
Truck Driver Euclid/earthmover	$15.12 per hour
Health and Welfare	$66.70 per week
Pension	$61.00 per week

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID:

BIDDER'S BOND

Know All Men by These Presents:

That WE, THE WEIKEL LINE COMPANY, INC. as principal

and THE CINCINNATI INSURANCE COMPANY

and _____ as sureties,

are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of 10% of Maximum Bid - - - - - - - - - - - - - DOLLARS ($ - - - - - - - - - - -), to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns, for the payment of which, well and truly made, we hereby bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Signed and sealed at Fort Wayne, Indiana, this 20th day of May, 19 87.

The condition of this obligation is such that if the accompanying bid or proposal of installing street lights on Rose Lane Resolution #198-87

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the contract awarded to the above bidder, and the bidder shall, within ten (10) days after such award is made, enter into a contract with the City of Fort Wayne, State of Indiana, for the work bid upon, and give bond as required; then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

SIGNED at Fort Wayne, Indiana

this 20th day of May, 19 87.

THE WEIKEL LINE COMPANY, INC.

By: _____
Principal

THE CINCINNATI INSURANCE COMPANY

* _____
Surety
Donald R. Rush, Attorney-in-fact

THE WEIKEL LINE CO. CORPORATE SEAL INC. NOV. 14 1977 INDIANA

*If signed by an agent appropriate power of attorney shall be attached

STREET LIGHT ENGINEERING, CITY OF FORT WAYNE
BID ANALYSIS SHEET

BID TAB DATE: MAY 21, 1987

PROJECT: ROSE LANE RES. NO: 198-87

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	ENG. EST. ($)	BIDDER: THE WEIKEL LINE CO. UNIT COST ($)	BIDDER: THE WEIKEL LINE CO. AMOUNT ($)	BIDDER: T & F CONST., INC. UNIT COST ($)	BIDDER: T & F CONST., INC. AMOUNT ($)	BIDDER: N.G. GILBERT CORP. UNIT COST ($)	BIDDER: N.G. GILBERT CORP. AMOUNT ($)	BIDDER: JOHN DEHNER, INC. UNIT COST ($)	BIDDER: JOHN DEHNER, INC. AMOUNT ($)
1	INSTL 12' BLK ALUM PEDESTAL POLE	6	EA.	76.00	456.00	85.00	510.00	94.44	566.64	92.00	552.00	95.00	570.00
2	INSTALL TC 100R LUM AND LAMP	6	EA.	45.00	270.00	60.00	360.00	25.56	153.36	45.00	270.00	55.00	330.00
3	INSTALL 18"X18" X4' FOUNDATION	6	EA.	150.00	900.00	190.00	1140.00	142.80	856.80	276.00	1656.00	175.00	1050.00
4	REMOVE & REPLACE CURB FACE WALK	1500	SF.	4.25	6375.00	4.00	6000.00	5.88	8820.00	3.85	5775.00	6.10	9150.00
5	BORE OR PUSH 1" PLASTIC TUBE	660	LF.	6.00	3960.00	6.00	3960.00	5.10	3366.00	8.00	5280.00	6.00	3960.00
6	INSTALL 2/C #6 IN CONDUIT	700	LF.	0.60	420.00	0.35	245.00	0.52	364.00	0.45	315.00	1.10	770.00
7	FINE GRADE SEED AND MULCH	475	LF.	0.60	285.00	0.35	166.25	0.60	285.00	1.65	783.75	0.35	166.25
	SUB-TOTAL BID				12666.00		12381.25		14411.80		14631.75		15996.25
	MATERIALS FURNISHED BY CITY	1	EA.	2504.37	2504.37		2504.37		2504.37		2504.37		2504.37
	ENGINEERING & INSPECTION	1	EA.	1517.00	1517.00		1517.00		1517.00		1517.00		1517.00
	LABOR BY CITY FORCES	1	EA.	848.00	848.00		848.00		848.00		848.00		848.00
	ADVERTISING	1	EA.	40.00	40.00		40.00		40.00		40.00		40.00
				TOTAL:	$17,575.37	TOTAL:	$17,290.62	TOTAL:	$19,321.17	TOTAL:	$19,541.12	TOTAL:	$20,905.62
						% over	0.00%	% over	9.04%	% over	10.06%	% over	15.93%
						% under	1.62%	% under	0.00%	% under	0.00%	% under	0.00%

BILL NO. S-87-06-15

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for Street Lighting Res. #198-87 - Rose Lane, between The Weikel Line Company, Inc., and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Charles B. Redd	CHARLES B. REDD CHAIRMAN	
	PAUL M. BURNS VICE CHAIRMAN	
Thomas C. Henry	THOMAS C. HENRY	
Ben A. Eisbart	BEN A. EISBART	
Samuel J. Talarico	SAMUEL J. TALARICO	

CONCURRED IN 6-23-87

SANDRA E. KENNEDY
CITY CLERK